

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Whereas Disney Television Animation ("DTVA") desires to enter into discussions (written and/or oral) with the undersigned ("Performer") with respect to DTVA's animated audio-visual program currently titled "Darkwing Duck" (hereafter, the "Program") in order for DTVA to possibly retain Performer to render voice acting services in connection with the Program, the undersigned warrants, represents and agrees as follows:

1. Performer acknowledges that Performer has received, and will receive both during the above-referenced discussions in connection with the Program and, if DTVA engages Performer to render services as to the Program, in the course of rendering such services to DTVA, certain information from DTVA pertaining to the Program, including (a) tangible materials, which may include but are not limited to written materials, storyboards, sound recordings and designs, and (b) information transmitted verbally and/or through e-mail or other means containing descriptions of the stories, elements, characters, and other components of or plans for the Program (all of which shall be referred to collectively herein as "Confidential Information"), for the purpose of such discussions and, at DTVA's election, of rendering services as to the Program, as may be specifically requested by DTVA.
2. Performer further acknowledges that such Confidential Information is solely the property of DTVA and that it is of the essence that the Confidential Information remain at all times confidential.
3. Performer represents and warrants that Performer has no present intention to use for his own benefit, or to disclose to any other person or entity, the Confidential Information. Performer agrees and promises that neither Performer nor any of Performer's employees, partners, or agents will use for its or his/her own benefit or for the benefit of any person or entity other than DTVA, or disclose to any person or entity other than DTVA, any Confidential Information.
4. By accepting such Confidential Information hereunder, Performer agrees that it shall keep the Confidential Information with complete secrecy, and that it shall not use the Confidential Information for any purpose other than that expressed above without the express prior, written permission of an authorized official of The Walt Disney Company.
5. Performer further agrees and promises that Performer will return all tangible Confidential Information to DTVA at the completion of Performer's use of the Confidential Information as set forth above or at DTVA's request, whichever is earlier.
6. Performer acknowledges that because of the position of DTVA and its related and affiliated companies in the entertainment industry, DTVA receives numerous submissions of proposals, ideas, formats, stories, concepts, suggestions and the like and that many submissions DTVA receives are similar or identical to those developed by DTVA's own employees or otherwise available to DTVA. Performer agrees that he /she will not be entitled to any compensation because of the use by DTVA and its related and affiliated companies of any such similar or identical material. Performer agrees that DTVA and its related and affiliated companies shall have no payment obligation and no other obligation exists or shall exist or be deemed to exist to Performer if DTVA or its related and affiliated companies use any such materials disclosed by Performer to DTVA unless and until a separate written agreement in connection with the Program has entered into between Performer and DTVA, and in such event shall Performer's and DTVA's (and its related and affiliated companies') rights and obligations shall be only such as are expressed in such separate written agreement.
7. Nothing in this Agreement shall be deemed or construed to grant to the undersigned a license to use, sell, develop, exploit, copy or further develop any Confidential Information, except as specifically set forth above.

ACCEPTED AND AGREED:

By: _____

Its: _____

Date: _____